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Attorneys for Complainant

**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

FLOYD B. JONES
4606 5th Avenue
Los Angeles, California 90043

Physical Therapist Assistant License No. AT
4767,

Respondent.

Case No. 1D 2002 63226

OAH No. L-2003040181

**STIPULATED SETTLEMENT
AND DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties
to the above-entitled proceedings that the following matters are true:

PARTIES

1. Steven K. Hartzell ('Complainant') is the Executive Officer of the
Physical Therapy Board of California ('Board'). He brought this action solely in his
official capacity and is represented in this matter by Bill Lockyer, Attorney General of the
State of California, by Aleksandra Sachowicz, Deputy Attorney General.

2. Floyd B. Jones ('Respondent') is representing himself in this
proceeding and has chosen not to exercise his right to be represented by counsel.

3. On or about January 8, 1997, the Physical Therapy Board of
California issued Physical Therapist Assistant License No. AT 4767 to Respondent.

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1 10. This stipulation shall be subject to approval by the Physical Therapy
2 Board of California. Respondent understands and agrees that counsel for Complainant and
3 the staff of the Physical Therapy Board of California may communicate directly with the
4 Board regarding this stipulation and settlement, without notice to or participation by
5 Respondent. By signing the stipulation, Respondent understands and agrees that he may
6 not withdraw his agreement or seek to rescind the stipulation prior to the time the Board
7 considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and
8 Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect,
9 except for this paragraph, it shall be inadmissible in any legal action between the parties,
10 and the Board shall not be disqualified from further action by having considered this
11 matter.

12 11. The parties understand and agree that facsimile copies of this
13 Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall
14 have the same force and effect as the originals.

15 12. In consideration of the foregoing admissions and stipulations, the
16 parties agree that the Board may, without further notice or formal proceeding, issue and
17 enter the following Disciplinary Order:

18 **DISCIPLINARY ORDER**

19 IT IS HEREBY ORDERED that the Physical Therapist Assistant License
20 No. AT 4767 issued to Respondent is revoked. However, the revocation is stayed and
21 Respondent is placed on probation for three (3) years on the following terms and
22 conditions:

23 1. **PRACTICE IN A SUPERVISED STRUCTURED**
24 **ENVIRONMENT** Respondent may only practice/perform physical therapy under the
25 supervision of a physical therapist who is responsible for the care rendered.

26 2. **RESTRICTION OF PRACTICE - GRAVEYARD SHIFT**
27 Respondent shall be prohibited from working a graveyard shift or any shift in which there
28 is no other physical therapist practicing.

1 3. RESTRICTION OF PRACTICE - PROHIBITION OF SELF
2 EMPLOYMENT OR OWNERSHIP Respondent may not be the sole proprietor or
3 partner in the ownership of any business that offers physical therapy services. Respondent
4 may not be an officer of any corporation that offers or provides physical therapy services.
5 Respondent may not employ physical therapists, physical therapist assistants or physical
6 therapy aides.

7 4. RESTRICTION OF PRACTICE - NO EMPLOYMENT OR
8 SUPERVISION OF PHYSICAL THERAPIST LICENSE APPLICANTS,
9 PHYSICAL THERAPIST ASSISTANT APPLICANTS, PHYSICAL
10 THERAPIST ASSISTANTS, OR PHYSICAL THERAPY AIDES
11 Respondent shall not supervise any physical therapist license applicants, physical therapist
12 assistant applicants, physical therapist assistants, or physical therapy aides during the entire
13 period of probation. Respondent shall terminate any such supervisory relationship in
14 existence on the effective date of this Agreement and Disciplinary Order.

15 5. NOTIFICATION TO PATIENTS Respondent shall notify all
16 current and potential patients of any term or condition of probation which will affect their
17 treatment. Such notification shall be signed and dated by each patient prior to the
18 commencement or continuation of any examination or treatment of each patient by
19 Respondent and a copy of such notification shall be maintained in the patients' records.

20 6. PROBATION MONITORING COSTS All costs incurred by the
21 Board for probation monitoring during the entire period of probation shall be reimbursed
22 by Respondent. Respondent will be billed at least quarterly. Failure to make the ordered
23 reimbursement within sixty (60) days of the billing shall constitute a violation of the
24 probation order. In addition to the filing of an Accusation or the issuance of an
25 administrative citation, the filing of criminal charges shall be sought when appropriate.

26 7. COST RECOVERY Respondent is ordered to reimburse the Board
27 the actual and reasonable investigative and prosecutorial costs incurred by the Board in the
28 amount of \$896 (eight hundred ninety six dollars). Respondent will normally be ordered to

1 make the reimbursement within thirty (30) days from the effective date of the decision
2 unless the Board agrees in writing to payment by an installment plan. Failure to make the
3 ordered reimbursement, or any agreed upon payment, may constitute a violation of the
4 probation order.

5 8. OBEY ALL LAWS Respondent shall obey all federal, state and
6 local laws, and statutes and regulations governing the practice of physical therapy in
7 California.

8 9. COMPLIANCE WITH ORDERS OF A COURT
9 Respondent shall be in compliance with any valid order of a court. Being found in
10 contempt of any court may constitute a violation of probation.

11 10. COMPLIANCE WITH CRIMINAL PROBATION AND
12 PAYMENT OF RESTITUTION Respondent must not violate any terms and
13 conditions of criminal probation and must be in compliance with any restitution order.

14 11. QUARTERLY REPORTS Respondent shall submit quarterly
15 declarations under penalty of perjury on forms provided by the Board, stating whether there
16 has been compliance with all the conditions of probation.

17 12. PROBATION MONITORING PROGRAM COMPLIANCE
18 Respondent shall comply with the Board's probation monitoring program.

19 13. INTERVIEW WITH THE BOARD OR ITS DESIGNEE
20 Respondent shall appear in person for interviews with the Board, or its designee, upon
21 request and with reasonable notice.

22 14. NOTIFICATION OF PROBATIONAL STATUS TO EMPLOYERS
23
24 Respondent shall notify all present or future employers of the reason for, and the terms and
25 conditions of the probation, by providing a copy of the Accusation and the Decision and
26 Order to the employer. Respondent shall obtain written confirmation from the employer
27 that the documents were received. If Respondent changes employment or obtains
28 additional employment, Respondent shall provide the above notification to the employer

1 and submit a copy of the written confirmation from the [new/additional] employer to the
2 Board within ten (10) days. The notification(s) shall include the name(s), address(es) and
3 phone number(s) of the employer, and, if different, the name(s), address(es) and phone
4 number(s) of the work location(s).

5 15. NOTIFICATION OF CHANGE OF NAME OR ADDRESS

6 Respondent shall notify the Board, in writing, of any and all changes of name or address
7 within ten (10) days.

8 16. PROHIBITED USE OF ALIASES Respondent may not use aliases
9 and shall be prohibited from using any name which is not his legally-recognized name.

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11 17. WORK OF LESS THAN 20 HOURS PER WEEK If Respondent

12 works less than 192 hours in a period of three months, those months shall not be counted
13 toward satisfaction of the probationary period. The respondent shall notify the Board if
14 and when he works less than 192 hours in a three month period.

15 18. TOLLING OF PROBATION The period of probation shall run

16 only during the time Respondent is practicing within California. If, during probation,
17 Respondent does not practice within California, Respondent is required to immediately
18 notify the probation monitor in writing of the date that Respondent stopped practicing in
19 California, and of his date of return. The term of practice by Respondent in California prior
20 to required return notification will not be credited toward completion of probation. Any
21 order for payment of cost recovery shall remain in effect whether or not probation is tolled.

22 19. VIOLATION OF PROBATION If Respondent violates probation

23 in any respect, the Board, after giving Respondent notice and the opportunity to be heard,
24 may revoke probation and carry out the disciplinary order that was stayed. If an accusation
25 or petition to revoke probation is filed against Respondent during probation, the Board
26 shall have continuing jurisdiction until the matter is final, and the period of probation shall
27 be extended until the matter is final.

28 20. CESSATION OF PRACTICE DUE TO RETIREMENT, HEALTH

1 OR OTHER REASONS Following the effective date of this Agreement, if Respondent
2 ceases practicing physical therapy due to retirement, health or other reasons, respondent
3 may request to surrender his license to the Board. The Board reserves the right to evaluate
4 Respondent's request and to exercise its discretion whether to grant the request or to take
5 any other action deemed appropriate and reasonable under the circumstances. Upon formal
6 acceptance of the tendered license, the terms and conditions of probation shall be tolled
7 until such time as the license is no longer renewable, Respondent makes application for the
8 renewal of the tendered license, or makes application for a new license.

9 21. COMPLETION OF PROBATION Upon successful completion of
10 probation, Respondent's license shall be fully restored.

11 ACCEPTANCE

12 I have carefully read the Stipulated Settlement and Disciplinary Order. I
13 understand the stipulation and the effect it will have on my Physical Therapist Assistant
14 License No. AT 4767. I enter into this Stipulated Settlement voluntarily, knowingly, and
15 intelligently, and agree to be bound by the Decision and Order of the Physical Therapy
16 Board of California.

17
18 DATED: 12/30/2004 .

19
20 Original Signed By: _____
21 FLOYD B. JONES
22 Respondent

23 ENDORSEMENT

24 The foregoing Stipulated Settlement and Disciplinary Order is hereby
25 respectfully submitted for consideration by the Physical Therapy Board of California of the
26 Department of Consumer Affairs.

27 DATED: 01/05/04 .

28 BILL LOCKYER, Attorney General

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of the State of California

Original Signed By:
ALEKSANDRA SACHOWICZ
Deputy Attorney General

Exhibit A

Accusation No. 1D 2002 63226

**BEFORE THE
PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

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Case No. 1D 2002 63226

OAH No. L-2003040181

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Physical Therapy Board of California, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on March 08, 2004.

It is so ORDERED February 05, 2004.

Original Signed By: Donald Chu, PhD, PT, President
FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS